

Agreement Between

James A. Bailard

and

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)**

for

**Technical Advisor Services
FY 2007-2008**



This Agreement is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT, a California Joint Powers Agency hereinafter referred to as "BEACON", and JAMES A. BAILARD, hereinafter referred to as "CONTRACTOR.."

W I T N E S S E T H:

WHEREAS, the Governing Board of BEACON requires the services of an experienced oceanographer with special training, background, and experience to provide special services and oversee certain projects from time to time undertaken by the Authority, and

WHEREAS, CONTRACTOR has the necessary special training, background and experience to perform the services required;

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR, acting as an agent and duly authorized representative of the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT, shall provide professional services for said Authority in connection with projects, programs and surveys undertaken in accordance with plans, specifications and guidelines approved by the Authority and in conformity with the conditions and directions authorized by the Authority.

2. CONTRACTOR, acting under the supervision of and at the direction of the Executive Director of BEACON or his deputy, who shall act in consultation with the Chair, shall perform services, as directed, in connection with the development, supervision, administration and analysis of the programs, projects and surveys undertaken by the Authority.

3. CONTRACTOR shall be responsible to:

a. Administer, coordinate, inspect and provide quality control in order to achieve a reasonable standard of performance by consultants, agents and employees of the authority for whom CONTRACTOR has quality control responsibility.

b. Assist in the preparation of specifications, plans and contract documents, prepare cost estimates, prepare and review forms for proposals and advertisements for notices to potential contractors, and other services in connection with the award of contracts.

c. Analyze and recommend regarding contract changes requested or found desirable during the course of a project.

d. Coordinate activities with BEACON staff and consultants to verify that work is to specification.

e. Provide guidance necessary to keep projects on schedule.

- f. Supervise the maintenance of appropriate records and data.
- g. Furnish and update forecasts of cash flow requirements and deviations.
- h. Maintain reports on progress of the programs.
- i. Review and approve billings and pay requests from contractors and make recommendations to BEACON. regarding payments.
- j. Perform other special consultation, supervisory and professional services required by the Executive Director of BEACON.

4. BEACON agrees to pay CONTRACTOR.: at the rate of One Hundred and Ten Dollars (\$110.00) for each hour actually and reasonably employed in the performance of services under this Agreement. Payment shall be based upon hourly work records, approved by the Executive Director of BEACON to the Auditor-Controller of the County of Ventura, and shall be paid within thirty days of approval. CONTRACTOR shall render itemized monthly statements to the BEACON Executive Director detailing payments earned and expenses incurred, upon claim forms as may be provided. CONTRACTOR shall keep records concerning reimbursable items on a generally recognized accounting basis and shall make such records available to BEACON for audit or inspections. CONTRACTOR shall be reimbursed for travel, meals, lodging and other expenses necessarily incurred in performance of the work assigned for expenses approved in advance by the Executive Director of BEACON. Such expenses may include the actual costs of automobile travel at the rate of \$.325 per mile; air fare and car rental necessarily incurred at actual cost; maps, drawings, reproductions, printed and presentation materials at actual cost incurred; overnight lodging and meals necessary when detained for the work assigned at actual cost (not to exceed \$85 per day for lodging and the following for meals: \$8 for breakfast, \$12 for lunch \$16 for dinner) and the actual costs of other materials, services and supplies as are approved in advance by the BEACON Executive Director. Total payment for services, including reimbursable expenses under the provisions of this Agreement shall not exceed the sum of \$10,000.00 in any fiscal year, without approval of the Board of Directors of BEACON.

5. CONTRACTOR shall file such estimated state and federal earning statements and pay such taxes as may be required resulting from earnings under this contract. If BEACON is charged with any taxes, interest or penalties due by reason of CONTRACTOR's failure to comply with the terms of this paragraph, CONTRACTOR shall indemnify BEACON in full and BEACON may, in such case, withhold such sum from any funds due CONTRACTOR under this or any subsequent contract.

6. This agreement shall be for the term of one year commencing July 1, 2007 and ending June 30, 2008; and shall automatically renew on the same terms and conditions for a one year term unless notice be given within the last 60 days of a term that a party intends not to renew.

7. CONTRACTOR is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work as specified in this Agreement. CONTRACTOR makes no warranty, either expressed or implied, as to his findings, opinions, recommendations, factual presentations, or professional advice other than they were promulgated after following a practice usual to his profession.

8. CONTRACTOR shall indemnify, defend and hold BEACON, and its officers, agents and employees harmless from and against any liability for injuries to persons or damage to property which arise from negligent acts by CONTRACTOR in performing services under this Agreement.

9. This Agreement may be terminated by either party without cause or justification upon 14 days written notice of intent to terminate, or as may be otherwise agreeable to both parties.

10. At all times during the term of this Agreement, CONTRACTOR shall have and maintain a policy of liability insurance covering the use of automobiles in connection with the business of CONTRACTOR with a company or companies and in amounts which satisfy statutory minimums as required by law, or, at the direction of the Executive Director of BEACON, such higher limits as may be required by said Executive Director. At all times during the term of this Agreement, CONTRACTOR shall maintain a policy or policies of insurance with a company or companies satisfactory to the Executive Director of BEACON, providing coverage for errors and omissions in the performance of professional services, in an amount of at least One Million Dollars (\$1,000,000) and provide a certificate of such insurance which requires notice to BEACON at least thirty (30) days before cancellation.

11. This Agreement is entered into to secure the personal services of CONTRACTOR and neither the performance of this agreement nor the duties hereunder may be assigned, subcontracted or transferred by CONTRACTOR without the prior written consent of the Executive Director of BEACON.

12. CONTRACTOR understands and agrees that he is an independent contractor and not an employee of BEACON, and shall be free to exercise his own initiative, discretion and judgment in the performance of duties under this agreement, except as might otherwise be restricted herein.

13. Nothing in this Agreement restricts BEACON from applying its staff or personnel, or staff or personnel available from member agencies, volunteers, or other agents or contracted services to the tasks identified or to related or similar tasks or projects.

14. Hours to be worked by CONTRACTOR shall be approved by the BEACON Executive Director according to the requirements of the projects assigned and based upon the direct needs of BEACON.

15. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under

this Agreement. CONTRACTOR further agrees that during the term of this Agreement, he will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

16. CONTRACTOR shall maintain weekly contact with the BEACON Executive Director during the progress of any programs, projects or surveys undertaken by the Authority and shall keep the Executive Director informed of the progress and all changes, deviations and alterations discovered or made known to CONTRACTOR during the course of the project.

17. All materials developed and or obtained pursuant to or by reason of employment under this agreement shall be and remain the property of BEACON and shall be returned to the authority and protected by CONTRACTOR as necessary to maintain the rights and use of such property for BEACON.

IN WITNESS WHEREOF, BEACON and the CONSULTANT have executed this agreement.

CONTRACTOR

BEACON

By: _____
Name: James L. Bailard
Title: _____
Date: _____

By: _____
Name: _____
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

Stephen Shane Stark

County Counsel

By:

Deputy County Counsel,
Counsel; for BEACON